



File Number: H240667

INFORMATIONAL REPORT

1. Title to the estate or interest in the Land is at the date of this Informational Report is vested in: **Bernard Price and Kelly Price, husband and wife, not as tenants in common but as joint tenants with right of survivorship**
2. The estate or interest in the Land described or referred to in this Informational Report is **Fee Simple**.
3. The report reflects a title search of the public records thru the Search Date of: **September 24, 2024**.

By: 

The legal description of the land searched is:

Lot 1 in Amended Plat of Harvest View Acres, a subdivision in part of the Southeast Quarter of Section 3, Township 3 North Range 5 West of the The Third Principal Meridian, situated in Madison County, Illinois, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois on October 19, 2020 as Document No. 2020R37684 in Plat Cabinet 67 Page 66 and amended in Plat Book 67 Page 74.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.

Situated in Madison County, Illinois

Ident: 2023R26690

PPN: 01-2-24-03-00-000-048



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EXPECTED REQUIREMENTS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following requirements would need to be met, in order to issue a policy of title insurance:

1. Any proposed Insured must notify the company in writing of the name of any party not referred to in this Informational Report who will obtain an interest in the Land or who would make a loan on the land. Our Company would then make additional requirements or exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for any policy to the company.
4. Documents satisfactory to our company that convey title or create any mortgage to be insured, or both, would have to be properly authorized, executed, delivered, and recorded in the public records.
5. Our company would need be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements might become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, our company would not be able to close or insure any transaction involving land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Any proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed policy amount(s) would be revised and premiums charged consistent therewith when any final amounts were approved.
10. Warranty Deed executed by Bernard Price and Kelly Price to TBD. Must be made a matter of public record.
11. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
12. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
13. Affidavit of Marital Status/Civil Union to be executed by the individuals as listed in Schedule A, if any.
14. Any installment of real estate taxes that are due and payable must be paid.
15. Certificate executed and acknowledged by the Homeowner's Association stating that there are no unpaid



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assessments as per the Declaration of Covenants, Conditions and Restrictions, if any.

16. **CLOSING INFORMATION NOTE:** If the closing of subject property is to be conducted by Highland Community Title, LLC, we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.
17. **CONSTRUCTION NOTIFICATION:** If any portion of the loan secured by the Mortgage to be insured hereunder, is used for any type of New Construction, including Rehab Construction or Remodeling, this company must be notified in writing before closing. Failure to do so will invalidate any mechanics lien coverage given in the policy. If the company is notified that any portion of the loan proceeds are being used for New Construction, Rehab Construction or Remodeling, the company hereby reserves the right to add additional requirements to this commitment.



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EXPECTED EXCEPTIONS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following exceptions would be expected to appear on any policy of title insurance:

THIS INFORMATIONAL REPORT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Any Policy would not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I —Requirements are met.

7. Taxes for the year 2024 and thereafter are a lien. Taxes for the year 2023 due and payable in 2024 are as follows:

Parcel ID Number: 01-2-24-03-00-000-048 - Taxes are assessed in the amount of \$147.24 and are now paid

The current tax information reflects no exemption.

NOTE: PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.

8. Right of Way Easement granted to Linda Marti, her successors and assigns, dated March 7, 2017 and recorded on March 24, 2017 as Document No. 2017R09713. Said easement shall constitute a covenant running with the land for

the benefit of the Grantee, her successors and assigns. (For further particulars, see record.)

9. Easements in favor of Tri-County Water District recorded in Book 4077 on Page 1447 as Document No. 2225-467 and in Book 4145 on Page 1939 as Document No. 2293 491. (For further particulars, see record.)
10. Affidavit of Non-Production dated December 3, 2019 and recorded December 11, 2019 as Document No. 2019R40078. (For further particulars, see record.)
11. Existing private roadway easement over Lot 1 as set out and shown on the Amended Plat of Harvest View Acres, recorded in the Recorder's Office of Madison County, Illinois on October 19, 2020 as Document No. 2020R37684 in Plat Cabinet 67 Page 66 and amended in Plat Book 67 Page 74. (Reference being had to Easement recorded in Document No. 2017R09713.)
12. Building Set Back Lines, Easements and Other Matters shown on the plat of Harvest View Acres recorded in Plat Cabinet 67 Page 66 and Amended by Plat recorded in Plat Cabinet 67 Page 74.
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
14. Building Lines, Easements, Conditions and Restrictions which are shown on the recorded plat of said subdivision, if any.
15. Utility and/or drainage easements shown as per plat of said subdivision.
16. Special Assessments, Subdivision Assessments, and Homeowner's Association dues which are not shown as existing liens by the public records.
17. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
18. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
19. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
20. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
21. Rights of dower, curtesy, homestead or other marital rights of spouse, if any.
22. We have made a search of the public records under the proposed buyer as TBD. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.
23. Attention is directed to ordinances and regulations relating to connections, charges, liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

LIMITATION OF LIABILITY

This Informational Report is given for informational purposes only, is not a guarantee or opinion of

title, and does not insure any party. This report is limited in scope and is not an abstract of title, title opinion, preliminary title report, title report, commitment to issue title insurance, or a title policy, and should not be relied upon as such. In providing this report, the Company is not acting as an abstractor of title. This report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. This report is not to be relied upon as a representation of the status of title to the property and does not make a determination as to whether there may be a break in the chain of title.

If you do not wish to limit liability as stated herein and you desire that additional liability be assumed by the Company, you may request and purchase a policy of title insurance, a binder, or a commitment to issue a policy of title insurance. You therefore agree, as part of the consideration for the issuance of this report and to the fullest extent permitted by law, to limit the liability of the Company, its licensors, agents, service providers, subsidiaries, affiliates, employees, and subcontractors, for any and all claims, liabilities, causes of action, losses, costs, damages and expenses of any nature whatsoever, including attorney's fees, however alleged or arising including but not limited to those arising from breach of contract, negligence, the Company's own fault and/or negligence, errors, omissions, strict liability, breach of warranty, equity, the common law, statute, or any other theory of recovery or from any person's use, misuse, or inability to use the report, so that the total aggregate liability of the Company, its employees, agents and subcontractors shall not exceed the Company's total fee for this report.